

REMARKS

In the Office Action mailed September 11, 2000 claims 9, 19 and 20 were rejected under 35 USC §103 as unpatentable over Shavit et al., claims 10-16 were rejected under 35 USC §103 as unpatentable over Roach et al. in view of Shavit et al., and claims 17-18 are rejected under 35 USC §103 as unpatentable over Schlaflly in view of Roach et al. and further in view of Shavit et al. The foregoing rejections are respectfully traversed.

Rejection of claims 9, 19 and 20 under 35 USC § 103

In item 7, on pages 3-4 of the office action mailed September 11, 2000, claim 9 was rejected under 35 USC § 103 (a) as being unpatentable over Shavit et al., U.S. patent No. 4,799,156. This rejection is respectfully traversed.

Shavit et al. discloses and interactive online system for processing business transactions among buyers, sellers and shippers. However, Shavit et al. does not disclose or suggest the process of requesting a vendor quotation, creating a blanket vendor order, entering the blanket vendor order into an electronic catalog, and selecting an item for purchase from the electronic catalog. In particular, Shavit et al. does not disclose or suggest creating an electronic catalog using a blanket vendor order.

As detailed on pages 49 - 52 of the specification and figures 37 - 40, the present invention provides for a process of standardizing purchasing. Through the use of blanket vendor agreements or orders an electronic catalog is automatically generated from which items may be purchased.

In the office action mailed September 11, 2000, on page 4 it is asserted that a blanket vendor order is disclosed in column 12, lines 60 – 61 and claim 8, lines 65 – 66. This assertion is respectfully traversed

Claim 8 of Shavit et al. recites “wherein the sellers include distributors, wholesalers, and suppliers, and wherein the users in addition to sellers, buyers, freight service providers, and financial service providers, comprising agents, information services, commercial services, and public databases.” Nothing in claim 8 appears relevant to a blanket vendor order.

Column 12, lines 60 – 61 of Shavit et al. recites “... location (RFQ), review proposals, enter an umbrella agreement, enter/command/confirm an order, inquiry and ...” It is respectfully asserted that a blanket vendor order is not the same as an order or an umbrella agreement. A blanket vendor order is an order which covers (blanket) the sale of merchandise for a number of items for possible delivery over an extended period of time. An example of a blanket vendor order is an agreement to supply all goods manufactured by a vendor over a specified time, such as all widgets produced by a factory within a calendar year. Other types of blanket vendor orders are also possible. Thus, unlike an order, a blanket vendor order may not be limited by time or amount.

Further, the office action mailed September 11, 2000 asserts that Shavit et al. discloses entering the blanket vendor order in the be electronic catalog in column 10, line 35; column 12, lines 54 - 59 (specifically lines 58 – 59); column 12, lines 63 – 68 (specifically lines 67 – 68); column 8, lines 48; claim 33, lines 5-9; column 16, lines 53 -

54 read with column 17, lines 21; column 13, line 37; column 15, lines 62 – 63; and column 33, line 46.

Column 10, line 35 of Shavit et al. recites "... once to perform (e.g., enter an order, inquiry about a ...". As previously discussed an order is not the same as a blanket vendor order.

Column 12, lines 54 – 59 of Shavit et al. recite "Each distributor may present its customers with different choices in its menu since the distributor made to the services it prefers to offer and the different types of databases and service levels in desires to make available. A typical distributor's menu may present catalog/price list inquiry, enter/modify request for ..." Again, the recited passage does not indicate entering a blanket vendor order into an electronic catalog.

Column 12, lines 63 – 68 of Shavit et al. recite "... s/invoices. To identify an item to be referred to after a choice is made, the system supports multiple alternative keys for accessing the same item. For example, if a part numbers not known user may enter a "?" With parts of the description, and the system will display all the items that need such description segments and allow ..." This passage describes a query utilizing a wild-card symbol which began does not disclose entering a blanket vendor order into an electronic catalog.

Column 8, lines 48 of Shavit et al. recites "... users via the distributors for orders of their products, ..." Again, the recited passage does not indicate entering a blanket vendor order into an electronic catalog.

Claim 33, lines 5-9 of Shavit et al. recite " the system of claim 32 wherein the seller information stored in the databases comprises at least some of seller catalog

information, price list, inventory information, accounting information, customer credit limits, contractual terms of delivery, shipment, quantities, back ..." Again, the recited passage does not indicate entering a blanket vendor order into an electronic catalog.

Column 16, lines 53 - 54 of Shavit et al. recite "system 50 can provide freight services to suppliers, distributors, buyers, agents and any other shippers ..." Again, the recited passage does not indicate entering a blanket vendor order into an electronic catalog. Further, no reference to a blanket vendor order is made.

Column 17, line 21 of Shavit et al. recites "... the freight costs. The supplier may limit the type or ..." Again, the recited passage does not indicate entering a blanket vendor order into an electronic catalog. Further, no reference to a blanket vendor order is made.

Column 13, line 37 of Shavit et al. recites "... definition of delivery time were given a predetermined list ..." Again, the recited passage does not indicate entering a blanket vendor order into an electronic catalog. Further, no reference to a blanket vendor order is made.

Column 15, lines 62 - 63 of Shavit et al. recite "... both pricing and RFQ and confirming the availability of products as requested. When the system transmits ..." Again, the recited passage does not indicate entering a blanket vendor order into an electronic catalog. Further, no reference to a blanket vendor order is made.

Column 33, line 46 of Shavit et al. recites "... confirmation of the availability of products went requested." Again, the recited passage does not indicate entering a blanket vendor order into an electronic catalog. Further, no reference to a blanket vendor order is made.

Even combining the foregoing disclosures its is not possible to construe that Shavit et al. discloses either a blanket vendor order or the entry of a blanket vendor order in an electronic catalog.

Therefore, claim 9 patentably distinguishes over the prior art of record by reciting "A method for creating an electronic catalog and processing purchase requests, comprising: requesting a vendor quotation; creating a blanket vendor order; entering the blanket vendor order in the electronic catalog, wherein the electronic catalog comprises a plurality of items, quantities, shipment charges, delivery times and availabilities; creating a pre-approved budget; creating a purchase request; requesting an item from using the purchase request; communicating said order from the electronic catalog to a vendor; receiving acknowledgment of the communicated order; receiving the ordered item; and recording receipt of said item." (Emphasis added)

Claims 19 and 20 are allowable by virtue of their dependents on the now allowable independent claim.

Therefore, withdrawal of the rejection of claims 9, 19 and 20 under 35 USC § 103 (a) as unpatentable over Shavit et al. is respectfully requested.

MPEP §2144.03 "Well Known" Prior Art

The applicant respects and acknowledges the knowledge and expertise demonstrated by the Examiner in the Office Action mailed March 21, 2000 and September 11, 2000, but under M.P.E.P. §2144.03 the applicant must respectfully request that a reference be supplied for all items indicated by the Examiner as "well known" in the art or where "official notice" was taken. Specifically, on page 5, lines 3 -

7 of the Office Action asserts that the creating of a pre-approved budget is well known in the art. Further, the use of a pre-approved budget is used in the context of the creation of an electronic catalog. Therefore, the Examiner is respectfully requested under M.P.E.P. §2144.03 to supply a reference that a pre-approved budget is used in conjunction with the creation of an electronic catalog.

In the office action mailed September 11, 2000 the examiner refused to provide a reference as required by M.P.E.P. § 2143.03 which states:

"If justified the examiner should not be obliged to spend time to produce documentary proof. If the knowledge is of such notorious character that official notice can be taken, it is sufficient so to state. In re Malcolm, 129 F.2d 529, 54 USPQ 235 (CCPA 1942). **If the applicant traverses such an assertion the examiner should cite a reference and support of his or her position.**" (Emphasis added)

M.P.E.P. § 2143.03 further states

"The Applicant must seasonably challenge well known statements and statements based on personal knowledge **when they are made by the Board of Patent Appeals and Interferences.** In re Selmi, 156 F.2d 96, 70 USPQ 197 (CCPA 1946); In re Fischer, 125 F.2d 725, 52 USPQ 473. See also In re Boon, 439 F.2d 724, 169 USPQ 231 (CCPA 1971) (a challenge to the taking of judicial notice must contain adequate information or argument to create on its face a reasonable doubt regarding the circumstances justifying the judicial notice)." (Emphasis added)

With all due respect, the Examiner may some day become a member of the Board of Patent Appeals and Interferences, however, at present Examiner is required to supply a reference when official notice is taken and challenged. Further, sufficient

argument has been supplied to create on its face a reasonable doubt since the feature recited as well known does not stand in isolation.

Rejection of claims 10 – 16 under 35 USC § 103 (a)

In item 8, on pages 5 - 11 of the office action mailed March 21, 2000, claims 10 - 16 were rejected under 35 USC § 103 (a) as being unpatentable over Roach et al., U.S. patent No. 5,434,394, in view of Shavit et al., U.S. patent No. 4,799,156. This rejection is respectfully traversed.

Roach et al. discloses a system for processing merchandise sales and delivery from a warehouse. Shavit et al. discloses an interactive online system for processing business transactions among buyers, sellers and shippers. However, neither Roach et al. nor Shavit et al. in combination disclose or suggest the creation of an electronic catalog based on a blanket vendor agreement.

In the office action mailed on September 11, 2000, Shavit et al. is relied upon as disclosing what creation of electronic catalog based on a blanket vendor agreement. For the reasons previously supplied in the discussion of the rejection of claim 9, incorporated herein by reference, Shavit et al. does not disclose or suggest either the blanket vendor agreement or creation of an electronic catalog based on a blanket vendor agreement.

Therefore, claim 10 patentably distinguishes over the prior art of record by reciting "A system for creating an electronic catalog, comprising: means for purchasing an item; means for creating a graphical user interface for a customer service representative to input an order; means for tendering a load to a carrier for shipment;

means for creating an automated warehousing ticket; and means for creating an electronic catalog based on a blanket vendor agreement, wherein said electronic catalog comprises a plurality of items, quantities, shipment charges, delivery times and availabilities.” (Emphasis added)

Claims 11 – 16 also recite patentably distinguishing features over the combination of Roach et al. and Shavit et al. In particular, as exemplified by claims 11, the combination of Roach et al. and Shavit et al. does not disclose or suggest “means for processing the requisition request by comparing said requisition request to the blanket vendor agreement to determine the availability of the item”. (Emphasis added)

Therefore, withdrawal of the rejection of claims 10 - 16 under 35 USC § 103 (a) as unpatentable over Roach et al. in view of Shavit et al. is respectfully requested.

MPEP §2144.03 “Well Known” Prior Art

The applicant respects and acknowledges the knowledge and expertise demonstrated by the Examiner in the Office Action mailed March 21, 2000 and September 11, 2000, but under M.P.E.P. §2144.03 the applicant must respectfully request that a reference be supplied for all items indicated by the Examiner as “well known” in the art or where “official notice” was taken. Specifically, on page 9, of the September 11 Office Action asserts that the checking of the availability of funds against a budget to approve a purchase transaction is well known in the art. The Examiner is respectfully requested under M.P.E.P. §2144.03 to supply a reference that discloses checking of the availability of funds against a budget to approve a purchase transaction.

Further, as previously discussed, on page 13 of the office action it is asserted the that a "means for creating a pre-approved budget" is well known in the art. The Examiner is respectfully requested under M.P.E.P. §2144.03 to supply a reference that a pre-approved budget is used in conjunction with the creation of an electronic catalog.

Again in the office action mailed September 11, 2000 the examiner refused to provide a reference as required by M.P.E.P. § 2143.03 states:

"If justified the examiner should not be obliged to spend time to produce documentary proof. If the knowledge is of such notorious character that official notice can be taken, it is sufficient so to state. In re Malcolm, 129 F.2d 529, 54 USPQ 235 (CCPA 1942). **If the applicant traverses such an assertion the examiner should cite a reference and support of his or her position.**" (Emphasis added)

M.P.E.P. § 2143.03 further states:

"The Applicant must seasonably challenge well known statements and statements based on personal knowledge **when they are made by the Board of Patent Appeals and Interferences.** In re Selmi, 156 F.2d 96, 70 USPQ 197 (CCPA 1946); In re Fischer, 125 F.2d 725, 52 USPQ 473. See also In re Boon, 439 F.2d 724, 169 USPQ 231 (CCPA 1971) (a challenge to the taking of judicial notice must contain adequate information or argument to create on its face a reasonable doubt regarding the circumstances justifying the judicial notice)." (Emphasis added)

With all due respect, the Examiner may some day become a member of the Board of Patent Appeals and Interferences, however, at present Examiner is required to supply a reference when official notice is taken and traversed. Further, sufficient

argument has been supplied to create on its face a reasonable doubt since the feature recited as well known does not stand in isolation.

Rejection of Claims 17 and 18 under 35 USC §103

In item 9, on pages 13-17, claims 17 and 18 are rejected under 35 USC §103 as unpatentable over Schlafly in view of Roach et al. and further in view of Shavit et al.

Schlafly discloses a pocket size data terminal for ordering of goods and services. Roach et al. discloses a system for processing merchandise sales and delivery from a warehouse. Shavit et al. discloses an interactive online system for processing business transactions among buyers, sellers and shippers. However, neither Schlafly nor Roach et al. nor Shavit et al. in combination disclose or suggest the creation of an electronic catalog based on a blanket vendor agreement.

In the office action mailed on September 11, 2000, Shavit et al. is relied upon as disclosing what creation of electronic catalog based on a blanket vendor agreement. For the reasons previously supplied in the discussion of the rejection of claim 9, incorporated herein by reference, Shavit et al. does not disclose or suggest either the blanket vendor agreement or creation of an electronic catalog based on a blanket vendor agreement.

Therefore, claims 17 and 18 patentably distinguish over the prior art of record by reciting, as exemplified by claim 17, "A method for processing customer orders in a computer-based processing system having a plurality of data processing devices electrically connected to communicate with each other, comprising: requesting a vendor quotation; creating a blanket vendor agreement; entering said blanket vendor

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agreement into an electronic catalog; ... scheduling delivery of the load to the customer.” (Emphasis added)

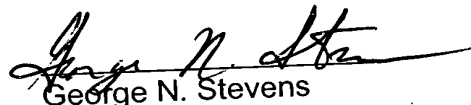
Therefore, withdrawal of the rejection of claims 17 and 18 is respectfully requested.

Conclusion

All rejections having been overcome the application is in condition for allowance which is respectfully requested.

To the extent necessary, Applicants petition for an extension of time under 37 CFR 1.136. Please charge any shortage in fees due in connection with the filing of this paper, including extension of time fees, to Deposit Account No. 01-2135 Antonelli, Terry, Stout & Kraus, LLP Account No. 01-2135 (Case No. 486.37843CC2) and please credit any excess fees to such deposit account.

Respectfully submitted,



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